

- 1. Licensee Permits or Other Approval.** If any governmental license, permit or other approval is required for the proper and lawful conduct of Licensee's business or other activity carried on in or at the Authorized Areas, or if failure to obtain such a license or permit might in any way affect the operations of the Center, then Licensee, at its sole cost and expense, shall obtain and maintain such license or permit and submit the same for review by the Manager of HCC/AEG. Licensee, at its sole cost and expense, shall at all times comply with the requirements of each such license or permit.
- 2. Compliance with Laws.** Licensee shall, at its own expense, promptly comply and cause its employees, agents, contractors, exhibitors, patrons, and invitees to promptly comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state, and county governments, departments, commissions, boards and officers and to conform in all respects with the Convention Center's Emergency Preparedness Plan for the Center as in effect from time to time, with particular reference to such Plan's Exhibition Guidelines.
- 3. Failure to Vacate/Removal of Property.** Upon the Licensee's expiration or sooner termination of the license hereof, Licensee shall immediately remove all goods, wares, merchandise, property, and debris owned by Licensee or which Licensee has placed or permitted to be placed on or at the Center. Any such property not so removed shall be considered abandoned and, at HCC/AEG's option, be removed and stored by HCC/AEG at Licensee's expense or disposed of in any manner HCC/AEG deems expedient. Licensee hereby waives all claims for damage resulting from such removal, storage and disposal of such property and indemnifies HCC/AEG from any damages or costs including reasonable attorney's fees resulting from such storage, removal and disposal.
- 4. Protection of Center.** Licensee shall not permit anyone to drive any nails, hooks, tacks, screws or other device in any part of the Center or to alter the Center in any respect. Without limiting the above, Licensee will not permit anyone to affix any material to the walls, floors, doors or ceilings or to alter the Center in any respect without prior written approval by HCC/AEG. If, with or without HCC/AEG's approval, Licensee damages the Center, Licensee shall pay HCC/AEG the cost of repair or replacement.
- 5. Property of HCC/AEG.** Licensee may not use or transport any equipment, furnishings or other property belonging to HCC/AEG or to the State of Hawaii to any place outside the Facility itself.
- 6. Attendance Capacity.** In no event shall attendance be permitted in excess of the established capacity of the licensed space. Licensee shall not admit a larger number of persons than can safely and freely move about in the Authorized Areas; the decision of HCC/AEG and/or the Honolulu Fire Department in this respect shall be final.
- 7. Evacuation of Facility.** If it becomes appropriate in the judgment of HCC/AEG to evacuate the premises because of a bomb threat or for other reasons of public safety, then, after such evacuation, the Licensee may continue to use the premises for sufficient time to complete presentation of the event without additional fees providing such time does not interfere with another Licensee. If it is not possible to complete presentation of the event, fees shall be prorated or adjusted at the discretion of HCC/AEG and the Licensee hereby waives any claim for damages or compensation from HCC/AEG.
- 8. Designated Entrances.** All persons, articles, exhibits, fixtures, displays and property of every kind shall be brought into and out of the Center only at designated and approved entrances and exits. All such entrances and exits shall be subject to HCC/AEG's control.
- 9. Crate Storage.** All crates and related materials shall, at the Licensee's expense, be removed from the Authorized Areas before the opening day of Licensee's scheduled event.
- 10. Flammable Materials.** No flammable materials, such as bunting, tissue paper, crepe papers, propane, all other volatile gases or fuels, etc., will be permitted to be used for decorations and all materials used for decorative purposes must be treated with flame-proofing and be in accordance with HCC/AEG's Fire and Safety Rules and Regulations.

11. **Public Safety.** Licensee agrees not to bring onto the premises any material, substance, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without the prior approval of HCC/AEG. HCC/AEG shall have the right to refuse to allow any such material, substance, equipment or object to be brought onto the premises and the further right to require its immediate removal there from if found thereon.
12. **Utility Connections.** Contracts for installation of electricity, plumbing, or other utility services shall be made by Licensee with contractors approved by HCC/AEG in accord with HCC/AEG's prevailing practice. All such connections and related work will be at the expense of the Licensee, including any related costs incurred by HCC/AEG. Licensee shall remove all such connections and restore the facility to the condition that existed prior to such connection.
13. **Lost Articles.** HCC/AEG shall have the sole right to collect and have the custody of articles left in the premises by persons attending any performance, exhibition, or entertainment event given or held in the Center, and the Licensee or any person in the Licensee's employ shall neither collect nor interfere with the collection or custody of such articles.
14. **Tours.** HCC/AEG reserves the right to conduct public tours of the Center during the period of occupancy in such a manner that the tours do not interfere with Licensee's event.
15. **Announcements.** HCC/AEG reserves the right to make such announcements as HCC/AEG deems necessary at any time in the interest of public health and safety.
16. **Advance Deliveries.** HCC/AEG shall not be obligated to accept delivery of Licensee's property addressed to Licensee at the Center except upon prior approval of HCC/AEG. HCC/AEG shall not be liable for damage to such property and Licensee indemnifies and holds harmless HCC/AEG for and against any loss of or damage to such property and to any damage caused by such property to other persons or property.
17. **Signs and Posters.** The use, distribution and locations of all signs, cards and posters are subject to HCC/AEG's review and control.
18. **Banners, Flags, and Flagpoles.** The use of any show signage banners on the exterior of the Center is prohibited. Use of flags and flagpoles is reserved exclusively for HCC/AEG.
19. **Advertising.** All advertising of Licensee's event shall be accurate and true in all respects, and shall conform to any applicable City ordinance regulating the posting of signs or handbills. All advertising space in the Center is the exclusive property of HCC/AEG. Advertising of events by Licensee in Center's publications or other advertising media under the control of HCC/AEG shall be provided as availability permits with no guarantee that such advertising space shall be available. The content of all advertising by the Licensee is subject to approval by HCC/AEG in writing. All in-house publications and advertising in such publications are the exclusive property of HCC/AEG. HCC/AEG reserves the right to distribute its in-house publications to attendees within the Center.
20. **Copyrights and Proprietary Material.** Licensee shall obtain all necessary licenses and shall pay all costs and fees arising from the use of copyrighted music or dramatic materials, or any other property subject to any trademark, patent or other proprietary right that is used or incorporated in the event. Licensee shall Indemnify, defend and hold HCC/AEG and all other Indemnities designated in Paragraph 6 of the License Agreement harmless from any liability, claims or costs, including attorney's fees, arising from the use of any such materials or such claims of infringement or violation of the rights of the owner.
21. **Solicitations.** No collections or donations, whether for charity or otherwise, shall be made, attempted or announced on the premises without prior written approval of HCC/AEG.
22. **Opening Hours.** Licensee shall open the doors for an event at the advertised times.
23. **References.** Reference in these Rules and Regulations to "State" refers to the Hawaii Tourism Authority; and to the "Agreement" or "License Agreement" refers to HCC/AEG's License Agreement for Hawaii Convention Center executed by Licensee. "Facility" refers to the facilities described in that Agreement. Other terms are defined in such License Agreement.